

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 34							
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W52P1J-04-R-0156		6. Solicitation Issue Date 2004MAY26					
7. For Solicitation Information Call:		A. Name RITA COMBS				B. Telephone Number (No Collect Calls) (309)782-3605		8. Offer Due Date/Local Time 2004JUN25 03:45pm					
9. Issued By HQ AFSC AMSFS-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350 & 390 e-mail: COMBSR@OSC.ARMY.MIL		Code W52P1J		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 331314 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA6 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. Discount Terms					
15. Deliver To SEE SCHEDULE				Code		16. Administered By Code							
Telephone No.													
17. Contractor/Offeror Code Facility Telephone No.				Code		18a. Payment Will Be Made By Code							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum									
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)				21. Quantity		22. Unit		23. Unit Price		24. Amount	
25. Accounting And Appropriation Data								26. Total Award Amount (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1,52.212-4,FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.													
<input type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.													
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.						<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:							
30a. Signature Of Offeror/Contractor						31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)				30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)				31c. Date Signed			
Authorized For Local Reproduction Previous Edition Is Not Usable						Standard Form 1449 (Rev. 4/2002) Prescribed By GSA-FAR (48 CFR) 53.212							

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

ITEM: ALUMINUM POWDER F/F275
TYPE III, GRADE F, CLASS 7
NSN: 6810-00-628-3382

NOTICE: THIS ACQUISITION IS A COMMERCIAL ACQUISITION BASED ON FULL AND OPEN COMPETITION. "BEST VALUE"PROCEDURES WILL BE UTILIZED. THE TECHNICAL DATA PACKAGE IS CLASSIFIED AS "DISTRIBUTION A" AND WILL BE AVAILABLE ON THE INTERNET AT: http://www4.osc.army.mil/padds_web/open.asp

1. THE U.S. ARMY FIELD SUPPORT COMMAND REQUESTS YOUR PROPOSAL FOR 1,758,508 POUNDS OF ALUMINUM POWDER F/F275, NSN: 6810-00-628-3382, TYPE III, GRADE F, CLASS 7, P/N MIL-A-512C. OFFERORS ARE FURTHER ADVISED TO CAREFULLY REVIEW THE TECHNICAL DATA PACKAGE LISTING (TDPL) PRIOR TO SUBMITTAL OF A RESPONSE.
2. THIS SOLICITATION WILL RESULT IN A FIRM FIXED PRICE CONTRACT. OFFERS SHALL BE SUBMITTED BASED ON F.O.B. DESTINATION WITHOUT A FIRST ARTICLE TEST REQUIREMENT. THE SOLICITATION INCLUDES A 150% EVALUATED OPTION AS SET FORTH IN SECTION I (PARAGRAPH 5). BASED ON THE INCLUSION OF THE 150% EVALUATED OPTION, OFFERS WILL BE EVALUATED IN ACCORDANCE WITH SECTION M (M-1), EVALUATION OF OPTIONS.
3. DELIVERY REQUIREMENTS FOR THE ALUMINUM POWDER F/F275 ARE SPECIFIED IN SECTIONS B AND F. EARLIER DELIVERY IS NOT ACCEPTABLE UNLESS IT IS APPROVED IN WRITING BY THE PROCURING CONTRACTING OFFICER.
4. ALL OFFERORS ARE CAUTIONED TO PAY SPECIFIC ATTENTION TO SECTION L, "INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS" AND SECTION M, "EVALUATION FACTORS FOR AWARD". THIS ACQUISITION WILL BE AWARDED BASED ON EVALUATION OF THE OFFEROR'S PROPOSAL USING FACTORS LISTED IN SECTION M OF THIS REQUEST FOR PROPOSAL (RFP).
5. OFFERORS SHOULD ALSO TAKE SPECIAL NOTE OF THE PROVISION AT FEDERAL ACQUISITION REGULATION (FAR) 52.212-1, "INSTRUCTION TO OFFERORS - COMMERCIAL ITEMS". THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS SOLICITATION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATIONS DESCRIBED IN FAR 15.306(A). INITIAL PROPOSALS SHOULD CONTAIN THE OFFEROR'S BEST TERMS FOR PRICE AND DELIVERY. THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.
6. OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAILS TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THE PROPOSAL. THE GOVERNMENT WILL NOT MAKE ASSUMPTIONS CONCERNING AN OFFEROR'S INTENT, CAPABILITIES, FACILITIES OR EXPERIENCE. THE SUBMISSION OF CLEAR AND ACCURATE INFORMATION IS THE SOLE RESPONSIBILITY OF THE OFFEROR.
7. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSALS ARE COMPLETE, INCLUDING ALL FILL-INS AND BLANKS IN THE SOLICITATION AND THE DELIVERY PERFORMANCE INFORMATION REQUESTED IN SECTION L. FACSIMILE PROPOSALS ARE AUTHORIZED BY FAR 52.215-5. FACSIMILE PROPOSALS SHOULD CLEARLY IDENTIFY THE RECIPIENT'S NAME AND OFFICE SYMBOL (ATTENTION: RITA COMBS, AMSFS-CCA-M) AS WELL AS THE SOLICITATION NUMBER (W52P1J-04-R-0156). THE FACSIMILE TELEPHONE NUMBER IS (309) 782-5328. ONLY PAGES OF THE SOLICITATION WITH DATA ENTERED NEED TO BE RETURNED TOGETHER WITH THE "BEST VALUE" INFORMATION REQUESTED BY SECTION L OF THE SOLICITATION.
8. OFFERORS ARE DIRECTED TO FAR 52.212-1(K) REGARDING REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR). FAILURE TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE (CCR) WILL PRECLUDE AN OFFEROR FROM RECEIVING AWARD UNDER THIS SOLICITATION.

THIS EXECUTIVE SUMMARY IS PROVIDED AS AN ADMINISTRATIVE CONVENIENCE AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION IN ANY WAY. ANY INCONSISTENCIES BETWEEN THIS EXECUTIVE SUMMARY AND OTHER SOLICITATION PROVISIONS SHALL BE RESOLVED IN FAVOR OF THE SOLICITATION PROVISIONS; PROVISIONS OF THE TECHNICAL DATA PACKAGE (TDP) AND SOLICITATION SHALL PREVAIL.

NOTE: IF THERE ARE ANY QUESTIONS REGARDING THIS SOLICITATION, PLEASE CONTACT THE CONTRACT SPECIALIST, RITA COMBS AT (309) 782-3605 OR EMAIL: COMBSR@OSC.ARMY.MIL

*** END OF NARRATIVE A 002 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<div><div><div>PRODUCTION QUANTITY</div><div>NSN: 6810-00-628-3382 FSCM: 19203 PART NR: MILA512 SECURITY CLASS: Unclassified</div></div></div>	1758508	LB	\$ _____	\$ _____
0001AA	<div><div><div>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</div><div>NOUN: ALUMINUM POWDER PRON: RG2G0F50M2 PRON AMD: 01 AMS CD: 41500684045 CUSTOMER ORDER NO: N0001902MPAD13F</div></div><div><div>Packaging and Marking</div><div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div>DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PlJ4112A778 W90Y61 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 2,256 0090</div></div><div><div>FOB POINT: Destination</div><div>SHIP TO: PARCEL POST ADDRESS (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</div></div></div>				
0001AB	<div><div><div>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</div><div>NOUN: ALUMINUM POWDER PRON: UG3F0K87M2 PRON AMD: 02 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317124</div></div><div><div>Packaging and Marking</div><div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div></div></div>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52P1J3319A753 W90Y61 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 3,384 0090 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: ALUMINUM POWDER PRON: U13E0K88M2 PRON AMD: 02 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317508				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52P1J3316A773 W90Y61 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1,880 0090 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: ALUMINUM POWDER PRON: U13F0K90M2 PRON AMD: 02 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317507				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52PlJ4037A760 W90Y61 M 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 10,528 0090				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>				
	NOUN: ALUMINUM POWDER PRON: U13F0L16M2 PRON AMD: 02 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317509				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52PlJ4037A764 W90Y61 M 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 41,360 0090				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: ALUMINUM POWDER PRON: UG3F0L20M2 PRON AMD: 02 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317122</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ4043A751 W90Y61 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 3,384 0090</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</p>				
0001AG	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: ALUMINUM POWDER PRON: U13F1U36M2 PRON AMD: 02 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317328</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ40431759 W90Y61 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 144,384 0090</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	<div>ARMY PA FUNDED ACCT</div> <div>1 C TREE RD</div> <div> MCALESTER <div>OK 74501-9002</div> </div> <div>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</div> <div> <div>NOUN: ALUMINUM POWDER</div> <div>PRON: UG3D0L22M2 PRON AMD: 03</div> <div>AMS CD: 41500684036</div> <div>CUSTOMER ORDER NO: FD20200317106</div> </div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div> <div>DOC SUPPL</div> <div> REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD <div>001 W52PlJ4043A752 W90Y61 M 3</div> </div> <div> DEL REL CD QUANTITY DAYS AFTER AWARD <div>001 7,700 0090</div> </div> </div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT <div>ARMY PA FUNDED ACCT</div> <div>1 C TREE RD</div> <div> MCALESTER <div>OK 74501-9002</div> </div> </div>				
0001AJ	<div>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</div> <div> <div>NOUN: ALUMINUM POWDER</div> <div>PRON: UG3FlU84M2 PRON AMD: 01</div> <div>AMS CD: 41500684036</div> <div>CUSTOMER ORDER NO: FD20200317337</div> </div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div> <div>DOC SUPPL</div> <div> REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD <div>001 W52PlJ4111A775 W90Y61 M 3</div> </div> <div> DEL REL CD QUANTITY DAYS AFTER AWARD <div>001 7,700 0090</div> </div> </div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	0013760090 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61)SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTEROK 74501-9002 <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: ALUMINUM POWDER PRON: UG3F2U83M2PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317339 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001W52PlJ4112A777W90Y61M3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 0014,1360090 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61)SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTEROK 74501-9002				
	0001AL <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: ALUMINUM POWDER PRON: UG4E0K29HIPRON AMD: 01 AMS CD: 41500684032 CUSTOMER ORDER NO: FD20200418053 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J4113A775 W90Y61 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 752 0090 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: ALUMINUM POWDER PRON: U14F0U38HI PRON AMD: 03 AMS CD: 41500684032 CUSTOMER ORDER NO: FD20200418045				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J4037A754 W90Y61 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 279,860 0090 002 500,000 0120 003 500,000 0150 004 104,948 0180 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: ALUMINUM POWDER PRON: U14D0U37HI PRON AMD: 03 AMS CD: 41500684032 CUSTOMER ORDER NO: FD20200418016</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ4037A769 W90Y61 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 143,660 0180</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</p>				
0001AP	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: ALUMINUM POWDER PRON: UG4D0K17HI PRON AMD: 02 AMS CD: 41500684032 CUSTOMER ORDER NO: FD20200418087</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ4124A756 W90Y61 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 9,900 0180</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<div>1 C TREE RD MCALESTEROK 74501-9002</div> <div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</div> <div>A DD 250 IS NOT REQUIRED.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Destination</div>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL MIL-DTL-512C with revisions in effect as of 11/22/02 (except as follows):

THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION(S):

DOCUMENT MIL-DTL-512: DELETE MIL-STD-1233 AND REPLACE WITH ASTM E11 AND E323.

(End of statement of work)

(CS6100)

2	52.225-4502 LOCAL	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
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All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

3	52.246-4535 LOCAL	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
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Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. Additional details on WARP are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a user name and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining access to AEPS are provided below:

AEPS Access Procedures

The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)
Supervisor Name
Supervisor E-Mail

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Supervisor Phone

The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

AEPS HELP-DESK and Problem Reporting Procedures

Reporting Problems - The AEPS Help Desk has several means of reporting problems:

- Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
- Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
- Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
- Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:

<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

FAQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

- "Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>
- "Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS user name and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

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Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify OSC-WARP@osc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to OSC-WARP@osc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(End of statement of work)

(CS7200)

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Name of Offeror or Contractor:

PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with: SEE EXCEPTIONS.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with MIL-STD-129, REVISION P.

EXCEPTIONS: THE FOLLOWING:

(1) PACKAGING - PRESERVATION, PACKAGING, PACKING, UNITIZATION AND MARKING FURNISHED BY THE SUPPLIER SHALL PROVIDE PROTECTION FOR A MINIMUM OF FIVE YEARS AND MEET OR EXCEED THE FOLLOWING REQUIREMENTS:

1) (1.1) CLEANLINESS - ITEMS SHALL BE FREE OF DIRT AND OTHER CONTAMINANTS WHICH WOULD CONTRIBUTE TO THE DETERIORATION OF THE ITEM OR WHICH WOULD REQUIRE CLEANING BY THE CUSTOMER PRIOR TO USE. COATINGS AND PRESERVATIVES APPLIED TO THE ITEM FOR PROTECTION ARE NOT CONSIDERED CONTAMINANTS.

(1.2) PRESERVATION - ITEMS SUSCEPTIBLE TO CORROSION OR DETERIORATION SHALL BE PROVIDED PROTECTION SUCH AS PRESERVATIVE COATINGS, VOLATILE CORROSION INHIBITORS, OR DESICCATED UNIT PACKS.

(1.3) CUSHIONING - ITEMS REQUIRING PROTECTION FROM PHYSICAL AND MECHANICAL DAMAGE (E.G. FRAGILE, SENSITIVE, MATERIAL CRITICAL) OR WHICH COULD CAUSE PHYSICAL DAMAGE TO OTHER ITEMS, SHALL BE PROTECTED BY WRAPPING, CUSHIONING, PACK COMPARTMENTALIZATION, OR OTHER MEANS TO MITIGATE SHOCK AND VIBRATION TO PREVENT DAMAGE DURING HANDLING AND SHIPMENT.

(2) UNIT PACKAGE

(2.1) UNIT PACKAGE - A UNIT PACKAGE SHALL BE SO DESIGNATED AND CONSTRUCTED THAT IT WILL CONTAIN THE CONTENTS WITH NO DAMAGE TO THE ITEM(S), AND WITH MINIMAL DAMAGE TO THE UNIT PACK DURING SHIPMENT AND STORAGE IN THE SHIPPING CONTAINER, AND WILL ALLOW SUBSEQUENT HANDLING.

(2.2) UNIT PACKAGE QUANTITY - BULK PACKAGING IS AUTHORIZED. ALUMINUM POWDER SHALL BE PACKED IN A 55 GALLON STEEL DRUM, TYPE 1A2 IN ACCORDANCE WITH THE 49 CFR. THE 55 GALLON STEEL DRUM IS THE SHIPPING CONTAINER FOR PACKAGING/SHIPMENT FOR THIS PROCUREMENT..

(3) PACKING

(3.1) ALL SHIPPING CONTAINERS SHALL BE THE MOST COST EFFECTIVE AND SHALL BE OF MINIMUM CUBE TO CONTAIN AND PROTECT THE ITEMS.

(3.2) SHIPPING CONTAINERS - THE SHIPPING CONTAINER (INCLUDING ANY NECESSARY BLOCKING, BRACING, CUSHIONING, OR WATERPROOFING) SHALL COMPLY WITH THE REGULATIONS OF THE CARRIER USED AND SHALL PROVIDE SAFE DELIVERY TO THE DESTINATION AT THE LOWEST TARIFF COST. THE SHIPPING CONTAINER SHALL BE CAPABLE OF MULTIPLE HANDLING, STACKING AT LEAST TEN FEET HIGH, AND STORAGE UNDER FAVORABLE CONDITIONS (SUCH AS ENCLOSED FACILITIES) FOR A MINIMUM OF FIVE YEARS. SHIPPING CONTAINER IS THE 55 GALLON STEEL DRUM, TYPE 1A2 IN ACCORDANCE WITH THE 49 CFR.

(4.) UNITIZATION: SHIPMENTS OF IDENTICAL ITEMS GOING TO THE SAME DESTINATION SHALL BE PALLETIZED IF THEY HAVE A TOTAL CUBIC DISPLACEMENT OF 50 CUBIC FEET OR MORE UNLESS SKIDDS OR OTHER FORKLIFT HANDLING FEATURES ARE INCLUDED ON THE CONTAINERS. PALLET LOADS MUST BE STABLE, AND TO THE GREATEST EXTENT POSSIBLE, PROVIDE A LEVEL TOP FOR EASE OF STACKING. A PALLETIZED LOAD SHALL NOT EXCEED 4,000 POUNDS AND SHOULD NOT EXCEED 52 INCHES IN LENGTH OR WIDTH, OR 54 INCHES IN HEIGHT. THE LOAD SHALL BE CONTAINED IN A MANNER THAT WILL PERMIT SAFE HANDLING DURING SHIPMENT AND STORAGE.

(5.) MARKING: ALL UNIT PACKAGES, INTERMEDIATE PACKS, EXTERIOR SHIPPING CONTAINERS, AND AS APPLICABLE, UNITIZED LOADS SHALL BE MARKED IN ACCORDANCE WITH MIL-STD-129, REVISION P, WITH CHANGE NOTICE 2, DATED 10 FEB 2004. 2D BAR CODE MARKING IS REQUIRED ON THE 55 GALLON STEEL DRUMS AND THE UNITIZED LOAD IN ACCORDANCE WITH MIL-STD-129, REV P, WITH CHANGE NOTICE 2, DATED 10 FEB 2004.

(6.) HAZARDOUS MATERIALS: IN ADDITION TO THE GENERAL INSTRUCTIONS LISTED ABOVE, HAZARDOUS MATERIALS OR ITEMS AS DEFINED IN CFR TITLE 49 ARE ALSO SUBJECT TO ALL APPLICABLE DEPARTMENT OF TRANSPORTATION REGULATIONS FOR PACKAGING/PACKING, MARKING, LABELING, CONTAINER CERTIFICATION, AND TRANSPORT AS LISTED IN CODE OF FEDERAL REGULATIONS TITLE 49, PARTS 100-180. IF THE SHIPMENT ORIGINATES FROM OUTSIDE THE CONTINENTAL UNITED STATES, THE SHIPMENT SHALL BE PREPARED IN ACCORDANCE WITH THE UNITED NATIONS RECOMMENDATIONS ON THE TRANSPORT OF DANGEROUS GOODS IN A MANNER ACCEPTABLE TO THE COMPETENT AUTHORITY OF THE NATION OF ORIGIN AND IN ACCORDANCE WITH REGULATIONS OF ALL

Name of Offeror or Contractor:

APPLICABLE CARRIERS.

(7.) WOOD PACKAGING MATERIALS - THE FOLLOWING APPLIES IF HEAT-TREATMENT OF WOOD IS SPECIFIED IN THE CONTRACT: ALL NON-MANUFACTURED WOOD USED IN PACKAGING OR UNITIZATION SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX, WOOD PACKAGING AND PALLET MANUFACTURERS SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. AN INTERNATIONAL SOURCE OF WOOD MUST BE ACCREDITED BY AN INTERNATIONAL CERTIFICATION AUTHORITY RECOGNIZED BY THE U.S. DEPARTMENT OF AGRICULTURE. THE BOX, WOOD PACKAGING, AND PALLET MANUFACTURER SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING (BETWEEN THE END CLEATS OR BATTENS IF APPLICABLE). QUALITY MARKS FOR PALLETS SHALL BE PLACED ON TWO OPPOSITE END POSTS. QUALITY MARK FOR WOOD UNITIZATION COMPONENTS SHALL BE PLACED ON TWO OPPOSITE SIDES. FOREIGN MANUFACTURERS SHALL HAVE THE HEAT TREATMENT OF NON-MANUFACTURED WOOD PRODUCTS VERIFIED IN ACCORDANCE WITH THEIR NATIONAL PLANT PROTECTION ORGANIZATION'S COMPLIANCE PROGRAM.

(8.) QUALITY ASSURANCE: THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A QUALITY SYSTEM. FULL CONSIDERATION TO EXAMINATIONS, INSPECTIONS, AND TESTS WILL BE GIVEN TO ENSURE THE ACCEPTABILITY OF THE COMMERCIAL PACKAGE.

SUPPLEMENTAL INSTRUCTIONS:

1. THE FOLLOWING PARAGRAPHS SPECIFY PERFORMANCE ORIENTED PACKAGING (POP) TESTING, MARKING AND REPORTING:

PERFORMANCE ORIENTED PACKAGING: PRIOR TO SHIPMENT, THE MANUFACTURER SHALL MAKE SURE THE CONTAINER HAS BEEN TESTED FOR COMPLIANCE WITH UN POP REQUIREMENTS IN ACCORDANCE WITH TITLE 49 CODE OF FEDERAL REGULATIONS. ALL PERFORMANCE TEST REQUIREMENTS SHALL BE SUPPORTED BY CERTIFICATES AND REPORTS ATTESTING TO THE DATE AND THE DATA RESULTS OBTAINED FROM PERFORMANCE ORIENTED PACKAGING TESTING. THE CONTRACTOR, IF NOT A SELF-CERTIFIER, SHALL BE RESPONSIBLE FOR ASSURING THAT THIRD PARTY SOURCES PROVIDING PERFORMANCE TESTING SERVICES ARE IN FACT, REGISTERED WITH THE DEPARTMENT OF TRANSPORTATION. ALL CERTIFICATES AND REPORTS SHALL BE AVAILABLE FOR INSPECTION BY AUTHORIZED GOVERNMENT REPRESENTATIVES, FOR A PERIOD OF THREE YEARS. ALL EXTERIOR CONTAINERS WILL BE MARKED WITH THE UN POP MARKING PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH TITLE 49 CODE OF FEDERAL REGULATIONS.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: IN NO CASE SHALL A CONTAINER BE SHIPPED IF THE GROSS WEIGHT MARKED ON THE PACKAGE IS GREATER THAN THE POP CERTIFIED WEIGHT. IF THE AVERAGE GROSS WEIGHT OF THE PACKAGED CONTAINERS (DETERMINED BY WEIGHING TWO REPRESENTATIVE SAMPLES AND AVERAGING THE WEIGHT) IS GREATER THAN THE CERTIFIED WEIGHT, CONTAINER MARKING OPERATIONS SHALL CEASE AND THE PROCURING ACTIVITY SHALL BE CONTACTED IMMEDIATELY.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: CONTRACTORS (OUTSIDE THE USA) ARE RESPONSIBLE TO PERFORM UN POP TESTS ON PACKAGING REQUIREMENTS PROVIDED IN THIS CONTRACT AND APPLY UN POP CERTIFICATION MARKING AUTHORIZED BY THE COMPETENT AUTHORITY OF THE STATE (COUNTRY) OF MANUFACTURE.

2. PROPER SHIPPING NAME MARKING VERIFICATION: PRIOR TO MARKING THE SHIPPING CONTAINER, THE CONTRACTOR MUST VERIFY AND MARK THE PROPER SHIPPING NAME AND IDENTIFICATION NUMBER IN ACCORDANCE WITH THE FINAL HAZARD CLASSIFICATION FOR THIS ITEM.

(End of clause)

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INSPECTION AND ACCEPTANCE

SPECIFICATION REQUIREMENTS AND TEST RESULTS SHALL BE DOCUMENTED FOR EACH PRODUCTION LOT OF THE CONTRACT. CONTRACTOR FORM OR FORMAT FOR THE REQUIRED DATA IS ACCEPTABLE (SEE AMCCOM FORM 213-4, ATTACHMENT 6 FOR DATA REQUIRED). A COPY OF THE SPECIFICATION REQUIREMENTS AND TEST RESULTS SHALL ACCOMPANY EACH AMMUNITION DATA CARD AND ONE COPY SHALL REMAIN ON FILE AND AVAILABLE FOR REVIEW. ALL RAW MATERIALS PROCURED BY THE CONTRACTOR SHALL MEET CONTRACTUAL REQUIREMENTS AND CERTIFICATES OF CONFORMANCE SHALL BE MAINTAINED ON FILE AND AVAILABLE FOR REVIEW.

*** END OF NARRATIVE E 001 ***

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DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.247-4531 LOCAL	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

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SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
1 ****	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification NO.
(If none, insert NONE)	

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Field Support Command (AFSC)
ATTN: SJMFS-TD
Rock Island, IL 61299-6000

Commander
U.S. Army Field Support Command (FSC)
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6000

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(HF6011)

2 ***	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
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(End of clause)

(HA7503)

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CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
2	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2003
3	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
4	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
5	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 150 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 240 days after date of award by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option	
F.O.B. Destination,	\$_____ CLIN 0001
McAlester Army Ammo Plant	
McAlester, OK	

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

6	52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	JUN/2003
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(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1825 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 60 days after discovery of the defect(s).

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(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

7	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS	MAY/2004
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

- ☒ X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (Mar 1999) of 52.219-5.
- (iii) Alternate II (June 2003) of 52.219-5.
- ☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- ☐ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ X (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- ☐ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

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Name of Offeror or Contractor:

(18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
 (22)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
 (ii) Alternate I (Jan 2004) of 52.225-3.
 (iii) Alternate II (Jan 2004) of 52.225-3.
 (23) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 (24) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
 (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
 (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 X (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..
 (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 [Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).
 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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Name of Offeror or Contractor:

- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(IF7079)

8	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	MAY/2004
	DFARS	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL	
		ITEMS	
(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.			
(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.			
	252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991)(10.U.S.C. 2416).	
	252.219-7003	Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637).	
	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(Jun 1997)(15 U.S.C. 637).	
X	252.225-7001	Buy American Act and Balance of Payments Program (Apr 2003)(41 U.S.C. 10a-10d, E.O. 10582).	
	252.225-7012	Preference for Certain Domestic Commodities (FEB 2003)(10 U.S.C.2533a).	
	252.225-7014	Preference for Domestic Specialty Metals (APR 2003)(10 U.S.C. 2533a).	
	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a).	
	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Apr 2003)(A/termate I)(Apr 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-6land similar sections in subsequent DoD appropriations acts).	
	252.225-7021	Trade Agreements (JAN 2004)(19.U.S.C. 2501-2518 and 19 U.S.C. 3301 note).	
	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779).	
	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).	
	252.225-7036	Buy American Act Balance of Payments Program (JAN 2004) (Alternate I)(JAN 2004)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).	
	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003)(10 U.S.C. 2534(a)(3) note)	
	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003)(Section 8021 of Pub. L. 107-248)	
	252.227-7015	Technical Data--Commercial Items (Nov 1995)(10 U.S.C. 2320).	
	252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).	
	252.232-7003	Electronic Submission of Payment Requests (Dec 2003)(10 U.S.C. 2227)	
X	252.243-7002	Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410).	

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X 252.247-7023 Transportation of Supplies by Sea (May 2002)(Alternate I)(Mar 2000)(Alternate II)(Mar 2000)(Alternate III)(May 2002)(10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions REquired to Implement Statutes or Executive Orders - Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003)(10 U.S.C. 2533a).

X 252.247-7023 Transportation of Supplies by Sea (May 2002)(10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631)

(End of clause)

(IA7012)

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	21-JAN-03	002	
Attachment 001	GUIDANCE ON DOCUMENTATION OF FORM 1423 (CDRL)		002	
Attachment 002	INSTRUCTIONS FOR COMPLETING FORM 1423 (CDRL)		001	
Attachment 003	MIL-DTL-512C		009	
Attachment 004	DOCUMENT SUMMARY LIST		002	
Attachment 005	LIST OF ADDRESSES		001	
Attachment 006	AMCCOM FORM 213-R	01-AUG-85	001	
Attachment 007	HAZARDOUS MATERIAL WARNING LABEL (ASFC FORM 715-7)	01-OCT-03	001	
Attachment 008	SECTION L DELIVERY PERFORMANCE INFORMATION AND OTHER REQUIRED INFORMATION	01-OCT-97	002	
Attachment 009	SECTION M EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH 15.204-5(C))	01-OCT-97	002	

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
1 (a) Definitions. As used in this provision:	52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS	JAN/2004
"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.		
"Forced or indentured child labor" means all work or service-		
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or		
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.		
"Service-disabled veteran-owned small business concern"-		
(1) Means a small business concern-		
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and		
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.		
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).		
"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.		
"Veteran-owned small business concern" means a small business concern-		
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and		
(2) The management and daily business operations of which are controlled by one or more veterans.		
"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.		
"Women-owned small business concern" means a small business concern-		
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and		
(2) Whose management and daily business operations are controlled by one or more women.		
(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)		
(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).		
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.		
(3) Taxpayer Identification Number (TIN).		
o TIN: _____.		
o TIN has been applied for.		
o TIN is not required because:		
o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;		
o Offeror is an agency or instrumentality of a foreign government;		
o Offeror is an agency or instrumentality of the Federal Government.		
(4) Type of organization.		
o Sole proprietorship;		

Name of Offeror or Contractor:

- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.
- (5) Common parent.
- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer <input type="checkbox"/>	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100 <input type="checkbox"/>	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250 <input type="checkbox"/>	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500 <input type="checkbox"/>	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750 <input type="checkbox"/>	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000 <input type="checkbox"/>	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000 <input type="checkbox"/>	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and

Name of Offeror or Contractor:

identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-R-0156 MOD/AMD</p>	<p style="text-align: center;">Page 29 of 34</p>
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(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Name of Offeror or Contractor:

Other End Products:	
Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

(KF6016)

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Name of Offeror or Contractor:

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation. The Offeror represents that it

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA6006)

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Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

FACTORS FOR AWARD ARE: LOWEST PRICE, TECHNICALLY ACCEPTABLE, INCLUDING DELIVERY PERFORMANCE. SEE ATTACHMENT 008, ADDITIONAL SOLICITATION CLAUSES FOR A COMPLETE DESCRIPTION OF DATA TO BE SUBMITTED IN CONJUNCTION WITH DELIVERY PERFORMANCE INFORMATION REQUESTED IN PARAGRAPH L-3, BELOW.

*** END OF NARRATIVE L 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS	JAN/2004
2	52.215-5	FACSIMILE PROPOSALS	OCT/1997

(c) The telephone number of receiving facsimile equipment is: (309) 782-5328. Offerors shall clearly identify recipient as Mrs. Rita Combs, AMSFS-CCA-M.

(End of provision)

(LF8024)

3	15.305(A)(2)(II PAST PERFORMANCE INFORMATION)	OCT/1997
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Offerors shall submit the following information for DELIVERY PERFORMANCE as part of their proposal:

(a) A description of your government/commercial contracts received or performed during the past three years prior to closing of this solicitation. Government Contracts are defined as those with the Federal government and agencies of state and local governments.

- (1) Name of contracting activity/commercial firm
- (2) Contract number
- (3) Contract type (fixed price or cost reimbursable)
- (4) Total contract value
- (5) Description of work/NSN, Part Number, Nomenclature
- (6) Contracting officer/contract manager and telephone
- (7) Administrative contracting officer, if different from (6), and telephone
- (8) A brief summary of each contract cited, addressing the following factors:

DELIVERY RECORD FOR THE PREVIOUS THREE YEARS, INCLUDING ORIGINAL CONTRACT DELIVERY SCHEDULE, REVISED SCHEDULES AND ACTUAL DELIVERIES MADE. OFFERORS MAY INCLUDE REASONS FOR NOT MEETING THE ORIGINAL DELIVERY SCHEDULE.

(b) The offeror may provide information on problems encountered on the contracts identified in (a).

(End of provision)

(LF6048)

4	52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS	MAR/2004
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Should you elect to hand-deliver your bid, quote, or proposal, you must first obtain a security badge/registration. Normally you obtain(ed) this security pass at the Visitor Control Center (Building 23) whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is/was accessible via the Moline entrance gate only. Beginning on April 5, 2004, major reconfiguration of the Arsenal

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Name of Offeror or Contractor:

entrance at the Moline side of the island will commence, reducing access. The Visitor Center, currently in Building 23, will move on that date (05 April 2004) into temporary accommodations on the north side of the Clock Tower building in the Clock Tower parking lot. You now can ONLY access this Visitor Control Center from the Davenport gate. Their hours will remain the same, that is, from 6:00 a.m. until 2:30 p.m. CT. You must inform the Visitor Control Center attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Visitor Control Center attendant should call local number 782-6895 to reach an alternate POC. If you use a delivery service, it is your responsibility to ensure that you provide these instructions to that service.

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Davenport entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(LS7003)

(End of provision)

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Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

SEE ATTACHMENT 009, SECTION M, EVALUATION FACTORS FOR AWARD AND EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD.

(End of Provision)

(MF6012)

3 52.212-2 EVALUATION-COMMERCIAL ITEMS JAN/1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

 _LOWEST PRICE, TECHNICALLY ACCEPTABLE, INCLUDING DELIVERY HISTORY. _____

 (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(MF6027)

4 15.304(C) EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD OCT/1997

(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

LOWEST PRICE, TECHNICALLY ACCEPTABLE, INCLUDING DELIVERY PERFORMANCE HISTORY. SEE ATTACHMENT 009, SECTION M, EVALUATION FACTORS FOR AWARD AND EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD.

(End of Provision)

(MF6025)